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11 SUNBEAM PRODUCTS, INC.; and TARGET
12 CORPORATION

13 **UNITED STATES DISTRICT COURT**

14 **EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION**

15 DEBORAH HENDRICKSON,

16 Plaintiff,

17 v.

18 NEWELL BRANDS, INC.;
19 SUNBEAM PRODUCTS, INC.;
20 TARGET CORPORATION; DAVE
21 BAULK; and DOES 1-100, inclusive

22 Defendants.

14 Case No.: 2:23-cv-02545-MCE-CKD
15 Judge: Hon. Morrison C. England, Jr.
16 Crtrm: 7

17 **AGREED CONFIDENTIALITY
18 STIPULATION AND PROTECTIVE
19 ORDER**

20 FAC Filed: 11/21/2023

21 Trial Date: N/A

24 **AGREED CONFIDENTIALITY STIPULATION**

25 **AND PROTECTIVE ORDER**

26 The discovery sought by the parties in the above-styled case is likely to
27 involve production of documents and things containing business, competitive,
28 proprietary, trade secret or other information of a sensitive nature about the party (or

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1 of another person which information the party is under a duty to maintain in
2 confidence), hereafter referred to as "Confidential Information," and witness
3 testimony containing Confidential Information. Accordingly, the parties having
4 agreed to enter into this Confidentiality Stipulation and Protective Order ("the
5 Order") to govern the production of documents and testimony that contains
6 Confidential Information, pursuant to Local Rule 141.1 and for good cause shown,
7 the Court hereby ORDERS as follows:

8 Designation of Confidential Information

9 1. Designation of Material. Documents and other things claimed to be or
10 to contain Confidential Information shall, prior to production, be marked by the
11 producing party as "Confidential." Placement of the "Confidential" designation on
12 each protected page or on the initial page of a protected document when it is
13 produced shall constitute notice and shall designate the document as Confidential
14 material. Copies, extracts, summaries, notes, and other derivatives of Confidential
15 material also shall be deemed Confidential material and shall be subject to the
16 provisions of this Order.

17 2. Subsequent Designation. Documents and/or materials produced in the
18 litigation that are not identified as Confidential Information when they were initially
19 produced may, thirty (30) days thereafter be designated as Confidential by the
20 producing party, or by the party or parties receiving the production, or by a person,
21 by providing written notice to counsel for all other parties and to any person who
22 may be involved. Each party or person who receives such written notice shall
23 endeavor to retrieve any Confidential Information that may have been disseminated,
24 shall affix a "Confidential" designation to it, and shall thereafter distribute it only as
25 allowed by this Order. No distribution prior to the receipt of such written notice shall
26 be deemed a violation of this Order.

27 3. Designation of Depositions. Depositions or portions thereof upon oral
28 or written questions may be classified as Confidential Information either by an

1 examining party's attorney or by an attorney defending or attending the deposition.
2 A party claiming that a deposition or any portion thereof is Confidential Information
3 shall give notice of such claim to the other affected parties and persons either prior
4 to or during the deposition, or within thirty (30) days after receipt of the deposition
5 transcript, and the testimony taken and the transcript of such deposition or portion
6 thereof shall be designated as Confidential.

7 4. Modification of Designation. The designation of Confidential
8 Information by the producing party shall not be determinative and may be modified
9 or eliminated at any time in one of two ways, as explained below.

10 (a) The producing party may agree in writing to downgrade or eliminate the
11 Confidential designation concerning any material it produced.

12 (b) If the parties cannot agree as to the designation of any particular
13 information or material after good faith discussion, the receiving party
14 may move the Court to downgrade or eliminate the "Confidential"
15 designation. The burden of proving that the information has been
16 properly designated as protected shall be on the party who made the
17 original designation.

Access to Confidential Information

9 5. General Access. Except as otherwise expressly provided herein or
10 ordered by the Court, Confidential Information may be revealed only as follows:

21 (a) To outside counsel for a party hereto (and secretaries, paralegals, and
22 other staff employed in the offices of such outside counsel who are
23 working on the litigation), provided that outside counsel who are not of
24 record must first sign and deliver to counsel of record for each other party
25 or parties a letter in the form of Exhibit A hereto.

26 (b) To the parties after they have been given a copy of this Confidentiality
27 Stipulation by their outside counsel and signed, a letter in the form of
28 Exhibit A.

- (c) To court reporters transcribing a deposition, hearing, or other proceeding in this matter who sign Exhibit A attached hereto (excluding court-appointed court reporters).
- (d) To independent experts and independent consultants (meaning a person who is not an employee, officer, director, or owner in any capacity of a party and who is retained by a party or a parry's outside counsel in good faith for the purpose of assisting in this litigation) who sign Exhibit A attached hereto.

Nothing herein shall prevent the producing party from showing the documents or information to an employee of that party.

6. No Copies/Notes. Except for internal use by outside counsel for the parties hereto, for Court and deposition copies, and for such use as is expressly permitted under the terms hereof, no person granted access to Confidential Information shall make copies, reproductions, transcripts, or facsimiles of the same or any portion thereof or shall take notes or otherwise summarize the contents of such Confidential Information.

7. Disputes over Access. If a dispute arises as to whether a particular person should be granted access to Confidential Information, the party seeking disclosure may move the Court to permit the disclosure and must obtain an order of the Court before disclosing the information.

Use of Confidential Information

8. Use in this Litigation Only. Confidential Information may be used only for purposes of this litigation. Each person to whom the disclosure of any Confidential Information is made shall not, directly or indirectly, use, disclose, or disseminate, or attempt to use, disclose, or disseminate, any of the same except as expressly provided herein.

9. Use at Depositions. If Confidential Information is to be discussed or disclosed during a deposition, the producing party shall have the right to exclude

1 from attendance at the deposition, during the time the Confidential information is to
2 be discussed, any person not entitled under this Order to receive the Confidential
3 Information.

4 10. Use at Court Hearings and Trial. Subject to the Rules of Evidence,
5 Confidential Information may be offered into evidence at trial or at any hearing or
6 oral argument, provided that the proponent of the evidence containing Confidential
7 Information gives reasonable advance notice to the Court and counsel for the
8 producing or designating party. Any party may move the Court for an order that the
9 evidence be received *in camera* or under other conditions to prevent unnecessary
10 disclosure. If presented at trial, the status of evidence as Confidential Information
11 shall not be disclosed to the finder of fact.

12 11. Filing Under Seal. Each document filed with the Court that contains
13 any Confidential Information shall be filed under seal pursuant to Local Rule 141.
14 Any such document shall be filed in a sealed envelope or other appropriate sealed
15 container on which shall be set forth the title and number of this action; a general
16 description or title of the contents of the envelope; a statement that the contents are
17 Confidential and subject to a Protective Order and that the envelope is not to be
18 opened nor the contents thereof revealed except to counsel of record in the litigation
19 or court personnel, or pursuant to order of the Court; and pursuant to all other
20 requirements enumerated in Local Rule 141(b). Copies of such documents served
21 on counsel for other parties shall be marked as Confidential.

22 12. Reasonable Precautions. Counsel for each party shall take all
23 reasonable precautions to prevent unauthorized or inadvertent disclosure of any
24 Confidential Information.

25 13. Not an Admission. Nothing in this Order shall constitute an admission
26 by the party that information designated as Confidential is Confidential Information.
27 Furthermore, nothing contained herein shall preclude the parties or a person from
28 raising any available objection, or seeking any available protection with respect to

1 any Confidential Information, including but not limited to the grounds of
2 admissibility of evidence, materiality, trial preparation materials and privilege.

3 14. Miscellaneous. This Order shall apply to the production of all materials
4 whether or not such materials are informally produced or produced in response to a
5 formal discovery request or a Court order in this litigation. This Order may be used
6 to protect the confidentiality of the residential addresses and social security numbers
7 of the parties and of any and all current or former employees of either of the parties
8 or their affiliates.

9 Copies furnished to counsel of record.

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Respectfully submitted,

12

13 Dated: July 29, 2024

14

/s/ Omid Khorshidi

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By: OMID KHORSHIDI
KHORSHIDI LAW FIRM, APC
Attorneys for Plaintiff DEBORAH
HENDRICKSON

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Dated: September 13, 2024

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/s/ Jennifer L. Rediehs

By: JENNIFER L. REDIEHS
JOSEPH R. CORIATY
GOLDBERG SEGALLA LLP
Attorneys for Defendant NEWELL
BRANDS, INC.; SUNBEAM
PRODUCTS, INC.; TARGET
CORPORATION

1 The Court, having reviewed the information contained in the Agreed
2 Confidentiality Stipulation and Protective Order completed and filed jointly by the
3 Parties to this action pursuant to Local Rule 141.1 and for good cause shown, hereby
4 ADOPTS the Parties' the Agreed Confidentiality Stipulation and Protective Order
5 and MAKES IT THE ORDER OF THE COURT.

6 | Dated: October 2, 2024

Carolyn Delaney

CAROLYN K. DELANEY
UNITED STATES MAGISTRATE JUDGE

GOLDBERG SEGALLA LLP
P.O. Box 17220
Los Angeles, CA 90017
213-415-7200

1 **EXHIBIT A**

2 **AGREEMENT CONCERNING INFORMATION COVERED BY**
3 **CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

4 I have been designated by _____ as a person who may have access
5 to Confidential Information as that term is defined in the Confidentiality Stipulation
6 and Protective Order (the “Order”) entered in the above-entitled case, *Deborah*
7 *Hendrickson v. Newell Brands, Inc., et al.*, United States District Court, Eastern
8 District Case No.: 2:23-cv-02545-MCE-CKD.

9 Having read the Order, I agree to comply fully with it and to be bound by its
10 terms with respect to all documents and information designated as “Confidential”
11 under the Order. I agree not to copy any documents or information that have been
12 designated as “Confidential” and disclosed to me and not to disclose such documents
13 or information to any person or entity not authorized under the Order to view
14 Confidential Information.

15 I declare under penalty of perjury under the laws of the United States of
16 America that the foregoing is true and correct. Executed this _____ day of _____,
17 2024.

18 _____
19 Name

21 _____
22 Address

23 _____
24 Employer

26 _____
27 Job Title

1 Case No. 2:23-cv-02545-MCE-CKD

2 **CERTIFICATE OF SERVICE**

3 I am employed in the County of Orange, State of California. I am over the
4 age of eighteen years and not a party to the within action; my business address is
5 2600 Michelson Drive, Suite 900, Irvine, CA 92612.

6 On September 13, 2024, I served the following document(s) described as
7 **AGREED CONFIDENTIALITY STIPULATION AND PROTECTIVE
ORDER** on the interested parties in this action addressed as follows:

8	Omid Khorshidi 9 Jamil Kassimali 10 KHORSHIDI LAW FIRM, APC 11 8822 w. Olympic Blvd. 12 Beverly Hills, CA 90211 13 Tel: (310) 273-2211 14 Fax: (310) 273-2240 15 omid@khorshidilaw.com jamil@khorshidilaw.com ariana@khorshidilaw.com	16 <i>Counsel for Plaintiff</i> 17 DEBORAH HENDRICKSON
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18 [X] **BY ELECTRONIC SERVICE:** I electronically served the attached
19 documents(s) on each party or other person that is required to be served and
20 accept service of documents electronically pursuant to Code of Civil
21 Procedure section 1010.6(4).

22 [X] **BY COURT'S CM/ECF SYSTEM:** Pursuant to Local Rule, I
23 electronically filed the document with the Clerk of the Court using the
24 CM/ECF system, which sent notification of that filing to the persons listed
25 above.

26 I declare under penalty of perjury under the United States of America and the
27 State of California that the foregoing is true and correct and that I am employed in
28 the office of a member of the bar of this Court whose direction the service was made.

29 Executed on September 13, 2024, at Irvine, California.

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31 /s/ Roxanne Koffman
32 Roxanne Koffman